

8/22/91 T. AEW / JBM:rb

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AUG 26 1991

Environmental Protection Agency  
Division of Water Pollution Control  
Permit Section-Springfield  
State of Illinois

Interoffice Memorandum

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER  
CHICAGO

Department: Finance

Date: August 22, 1991

To: James B. Murray  
Attorney

From: Gus G. Sciacqua  
Director of Finance/Clerk

Subject: Summons and Complaint No. 91 CH 07533



Attached herewith please find the Summons and Complaint  
re: \_\_\_\_\_

ILLINOIS INTERNATIONAL PORT DISTRICT

Plaintiff(s)

vs.

MWRD

Defendant(s)

This was delivered to the Clerk's office by the Deputy Sheriff on  
August 22, 1991

Gus G. Sciacqua  
Director of Finance/Clerk

GGs:tc  
Attachment

RECEIVED: Rosellie P. Hottel

DATE: 8/22/91

EPA Region 5 Records Ctr.



300922

2120 - Served                      2121 - Served  
2220 - Not Served                2221 - Not Served  
2320 - Served By Mail            2321 - Served By Mail  
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**SUMMONS                      ALIAS - SUMMONS**

(2-81) CCG-1

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

(Name all parties)

ILLINOIS INTERNATIONAL  
PORT DISTRICT, a municipal  
corporation,

Plaintiff,

V.

METROPOLITAN WATER RECLAMATION  
DISTRICT OF GREATER CHICAGO,  
a municipal corporation

Defendant

91097533

No. ....

Please serve Defendant at:

100 East Erie Street  
Chicago, Illinois 60611

**SUMMONS**

To each defendant:

YOU ARE SUMMONED and required to file an answer in this case, or otherwise file your appearance in the office of the clerk of this court (located in the Richard J. Daley Center, Room \* 802 Chicago, Illinois 60602), within 30 days after service of this summons, not counting the day of service. IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT, A COPY OF WHICH IS HERETO ATTACHED.

To the officer:

This summons must be returned by the officer or other person to whom it was given for service, with indorsement of service and fees, if any, immediately after service. If service cannot be made, this summons shall be returned so indorsed. This summons may not be served later than 30 days after its date.

WITNESS ..... 19....

*Aurelia Pucinski*

Clerk of Court

Date of service: *8-22* ..... 19*91*  
(To be inserted by officer on copy left with  
defendant or other person)

Atty No.      90875  
Name          Terry M. Grimm  
Attorney for   Plaintiff  
Address       35 West Wacker Drive  
City           Chicago, IL 60601  
Telephone     312-558-5600

**AURELIA PUCINSKI, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS**

\*Law Division Room 801  
Chancery-Divorce Division Room 802  
County Division Room 801  
Probate Division Room 1202

2120 - Served                      2121 - Served  
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(Name all parties)

ILLINOIS INTERNATIONAL  
PORT DISTRICT, a municipal  
corporation,

Plaintiff,

V.

METROPOLITAN WATER RECLAMATION  
DISTRICT OF GREATER CHICAGO,  
a municipal corporation

Defendant

91007533

No. ....

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100 East Erie Street  
Chicago, Illinois 60611

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WITNESS ..... 19....

*Aurelia Pucinski*  
Clerk of Court

Atty No.    90875  
Name        Terry M. Grimm  
Attorney for Plaintiff  
Address    35 West Wacker Drive  
City        Chicago, IL 60601  
Telephone   312-558-5600

Date of service: ..... 19....  
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defendant or other person)

AURELIA PUCINSKI, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

\*Law Division Room 801  
Chancery-Divorce Division Room 802  
County Division Room 801  
Probate Division Room 1202

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
CHANCERY DIVISION

ILLINOIS INTERNATIONAL PORT DISTRICT,  
a municipal corporation,

Plaintiff,

vs.

METROPOLITAN WATER RECLAMATION DISTRICT  
OF GREATER CHICAGO,  
a municipal corporation,

Defendant.

91CH07533

No. 91 \_\_\_\_\_

COMPLAINT FOR DECLARATORY JUDGMENT AND OTHER RELIEF

Plaintiff ILLINOIS INTERNATIONAL PORT DISTRICT (the "Port District"), through its attorneys, Dan K. Webb, Terry M. Grimm and Winston & Strawn, and pursuant to Ill. Rev. Stat. ch. 110, § 2-701 and ch. 110, § 9-201, complains of Defendant METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO (the "MWRD") as follows:

THE PARTIES

1. The Port District is an Illinois municipal corporation with its principal place of business in Chicago, Illinois. Prior to 1984, the Port District was known as the Chicago Regional Port District.

2. The MWRD is an Illinois municipal corporation with its principal place of business in Chicago, Illinois. Prior to 1989, the MWRD was known as the Metropolitan Sanitary District of Greater Chicago.

### NATURE OF THE ACTION

3. This is a proceeding seeking emergency equitable relief by way of a declaratory judgment and injunctive relief, separately and alternatively, damages for breach of contract, restitution for unjust enrichment, and payment of rent. Concurrently with filing this complaint, the Port District has filed an emergency Motion for Expedited Hearing on its Declaratory Judgment claim.

### SEPARATE ACTION IN CHANCERY

#### COUNT I: DECLARATORY JUDGMENT (Ill. Rev. Stat. ch. 110, § 2-701)

4. The Port District is the legal owner of a certain parcel of real property located in the City of Chicago (the "City") bounded by Doty Avenue East on the west, by Stoney Island Avenue on the east, by the City of Chicago automobile pound lying south of 103rd Street South on the north and by a line formed by extending 110th Street South on the south (the "Property"). The Property is legally described as follows:

That part of Fractional Sections 13 and 14 north and south of the Indian Boundary Line in Township 37 North, Range 14 East of the third Principal Meridian lying south of 103rd Street, east of Doty Avenue, (Calumet Expressway) west of Stoney Island Avenue and north of the center line of 110th Street extended from the east (excepting therefrom that part of land presently being utilized by the City of Chicago for an automobile pound).

5. From 1955 until 1979, the City disposed of a portion of its municipal waste on the Property.

6. In 1979, the City was informed that the part of the Property on which it had disposed of its municipal waste had to be

"closed" and capped in compliance with state environmental regulations.

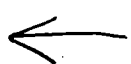
7. In 1979 and 1980, the City held discussions with the MWRD concerning joint action between the City and the MWRD to close and cap an initial portion of that part of the Property on which the City had deposited its municipal waste.

8. In 1980, the City and the MWRD agreed with the Illinois Environmental Protection Agency ("IEPA") to a course of action to close this initial portion of the Property in compliance with state environmental regulations (the "Closure Plan"). The City and the MWRD agreed that the MWRD would utilize stabilized solids from the MWRD's municipal sewage operations ("Sludge") to cover this initial portion of the Property in preparation for capping it and developing it as a recreational area for public use.

9. During the mid-1980's, the Port District and the MWRD negotiated directly with respect to the closure and capping of the remaining portions of the Property on which the City and MWRD had deposited their municipal waste and Sludge. Both the Port District and the MWRD proposed developing the Property as a recreational area for public use in compliance with state environmental regulations. During these negotiations, the Port District as the actual owner of the Property asserted a right of compensation from the MWRD for its use of the Port District's land as a depository and drying site for Sludge under the Closure Plan. Since the mid-1980's, the parties have negotiated the terms of such compensation and the MWRD has admitted in various writings its obligations, inter alia, to compensate the Port District by constructing and

turning over to the Port District a golf course on the Property upon completion of the Closure Plan.

10. In 1989, the Port District and the MWRD agreed that the Port District would be compensated in exchange for permitting the MWRD to use the Property as a depository and drying site for its Sludge in substantially the following manner: (a) the MWRD would continue to deposit Sludge on the Property to complete the covering of the Property before capping the Sludge with a two-foot layer of clay; (b) the MWRD would be responsible for maintenance of the clay cap and below the clay cap, except that the Port District would be responsible for damage to the clay cap as a result of surface activity after closure; (c) the MWRD would dredge the clay needed for the two-foot cap from the bed of Lake Calumet, which property was under the authority of the Port District; (d) the MWRD would install sewers to ensure adequate drainage of the Property and to provide sanitary sewer capacity along Doty Avenue; and (e) the MWRD would construct and provide to the Port District, on a turnkey basis, a championship-quality golf course open to the general public with appropriate clubhouse, outbuildings, and other amenities on the Property by 1993. A copy of a letter dated November 7, 1989 outlining the MWRD's agreement with the Port District is attached hereto as Exhibit A. In a letter and accompanying memorandum dated June 19, 1990 and June 18, 1990, respectively, copies of which are attached hereto as Exhibit B, the MWRD acknowledged its agreement to build the golf course in accordance with the Port District's plans. In a recent letter to the Port District, a copy of which is attached hereto as Exhibit



C, the MWRD affirmed its commitment to build the golf course for the Port District while at the same time attempting to delay finalizing the plans for the project.

11. The MWRD has received, and will continue to receive, a substantial benefit from being permitted to deposit and dry its Sludge on the Property and to dredge clay from the bed of Lake Calumet for use in the Closure Plan. If the Property had not been available as a depository and dumping site for its Sludge, the MWRD would have been obliged to find other suitable sites for that purpose at considerable expense to the MWRD. The financial benefit the MWRD has received under its agreement with the Port District is in excess of \$15,000,000. In addition, the benefit the MWRD will receive under its agreement with the Port District from the date of the filing of this Complaint through 1995 is expected to be in excess of \$10,000,000.

12. Recently, the MWRD has denied that it is obligated to provide the Port District with a championship-quality golf course on the Property on a turnkey basis by 1993. The MWRD is currently taking, and threatening to take, actions which would impair or prevent the Port District from receiving the consideration it is entitled to under its agreement with the MWRD. These actions by the MWRD include, but are not limited to, the inadequate and improper grading of the surface of the Property, the deposit of Sludge with improper moisture content on the Property, the failure to dredge clay from the bed of Lake Calumet for use as a cap in the Closure Plan, the failure to install the necessary sewage and drainage pipes and structures on the Property, the extension of the



date for final closure of the Property until 1995, and continuing with the Closure Plan without planning for the appropriate grading and contours needed for the golf course. Continuing with the Closure Plan without the necessary grading and contours will make construction of the golf course on the Property impossible. The MWRD now proposes to continue and complete the Closure Plan without preparing the Property for the construction of the golf course. If it does so, the IEPA may later prohibit the construction necessary to build the golf course.

13. An actual and immediate controversy exists between the MWRD and the Port District as to their respective rights and obligations under their agreement concerning the Property, particularly the MWRD's obligation to provide to the Port District, on a turnkey basis, a championship-quality golf course on the Property by 1993.

WHEREFORE, the Port District prays as follows:

a. That the Court declare and construe the rights of the parties, and declare that the MWRD was, and is, obligated under its agreement with the Port District to provide to the Port District, on a turnkey basis, a championship-quality golf course, including a clubhouse, outbuildings and other amenities, on the Property by 1993, and that the Port District is entitled to and the MWRD is obligated to provide the Port District with just compensation;

b. That the Court grant the Port District such temporary injunctive relief as will maintain the status quo on the Property until the Court, after hearing the Port District's Motion for

Expedited Hearing on this Count I, has declared and construed the rights of the parties;

c. For the costs of this action; and

d. For such other and further relief as may seem just and proper.

#### SEPARATE ACTIONS AT LAW

#### COUNT II: BREACH OF CONTRACT

14. Paragraphs 1 through 13 of this Complaint are incorporated by reference in this Count II as if fully set forth herein.

15. Alternatively, the MWRD is contractually obligated, whether by express or implied agreement or a combination thereof, to compensate the Port District for the use of the Property as a depository and drying site for Sludge by closing and capping the Property and delivering to the Port District, on a turnkey basis, a championship-quality golf course, including clubhouse, outbuildings and other amenities, on the Property by 1993, as described in Count I of this Complaint.

16. The Port District has at all times performed its obligations under its contract with the MWRD regarding the closure of the Property.

17. If the MWRD fails to perform its obligations substantially as described in Count I of this Complaint, the Port District will be denied the value of its compensation under its agreement with the MWRD. The contractual value of that compensation to the Port District is approximately \$11,000,000, including but not limited

to: (a) \$5,838,000 for engineering, surveying, grading, drainage and irrigation systems, seedbed preparation, grassing, and materials and soil; (b) \$1,242,000 for bridges, shelters, cart paths, retaining walls, landscaping, fencing and wells; (c) \$900,000 for maintenance building and equipment; (d) \$500,000 for first-year maintenance; (e) \$2,230,000 for a clubhouse and practice facility; and (f) approximately \$1,000,000 for inventory and supplies. In addition, the Port District will be further damaged in the form of lost profits in an additional, undetermined amount if the opening of the golf course is delayed beyond 1993.

WHEREFORE, the Port District prays as follows:

a. That the Court order the MWRD to pay the Port District the contractual value of its agreed compensation under its agreement with the MWRD in the approximate amount of \$11,000,000, plus an additional, undetermined amount of lost profits if the opening of the golf course is delayed beyond 1993;

b. For the costs of this action; and

c. For such other and further relief as may seem just and proper.

COUNT III: UNJUST ENRICHMENT

18. Paragraphs 1 through 13 of this Complaint are incorporated by reference in this Count III as if fully set forth herein.

19. Alternatively, the MWRD has not paid the Port District for depositing its Sludge on the Property.

20. If the Port District had not allowed the MWRD to deposit its Sludge on the Property, the MWRD would have been required to

pay money in the approximate amount of \$25,000,000 to deposit that Sludge elsewhere through 1995.

21. The MWRD has benefitted from being allowed to deposit its Sludge on the Property by avoiding the payment of money to deposit that Sludge elsewhere.

22. The MWRD's retention of the benefit it received from being allowed to deposit its Sludge on the Property is detrimental to the Port District and against the fundamental principles of justice, equity and good conscience.

WHEREFORE, the Port District prays as follows:

a. That the Court order the MWRD to pay the Port District the amount of the benefit it has obtained from depositing Sludge on the Property in an amount in excess of \$25,000,000;

b. For the costs of this action; and

c. For such other and further relief as may seem just and proper.

COUNT IV: RECOVERY OF RENT  
(Ill. Rev. Stat. ch. 110, § 9-201)

23. Paragraphs 1 through 8 of this Complaint are incorporated by reference in this Count IV as if fully set forth herein.

24. Alternatively, the MWRD has used and occupied the Property from and after 1979 by depositing and drying Sludge on the Property.

25. The MWRD has never had any special agreement for rent with the Port District for the use and occupation of the Property.

26. The MWRD has extended the date for final closure of the Property to 1995. The MWRD currently proposes to continue to use

and occupy the Property by depositing and drying Sludge on the Property until the final closure of the Property.

27. If the MWRD completes the closure of the Property without providing for the construction of a championship-quality golf course on the Property, the Port District will be unable to rent the Property for any purpose after the final closure of the Property.

WHEREFORE, the Port District prays as follows:

a. That the Court order the MWRD to pay the Port District an amount to be proved at trial representing a fair and reasonable satisfaction for its use and occupation of the Property from 1979 through the date of the filing of this Complaint;

b. That the Court order the MWRD to pay the Port District an amount to be proved at trial representing a fair and reasonable satisfaction for its use and occupation of the Property from the date of the filing of this Complaint through 1995 or the date of the final closure of the Property, whichever comes first;

c. That the Court order the MWRD to pay the Port District an amount to be proved at trial representing rents that the Port District will be forced to forego on the Property after the final closure of the Property because of the MWRD's actions;

d. For the costs of this action; and

e. For such other and further relief as may seem just and proper.

The Port District demands a jury trial on Counts II, III, and IV of this Complaint.

ILLINOIS INTERNATIONAL PORT DISTRICT

By:   
One of its Attorneys

Dan K. Webb  
Terry M. Grimm  
WINSTON & STRAWN  
35 West Wacker Drive  
Chicago, Illinois 60601  
(312) 558-5600

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO  
Proposed 103rd. and Doty Closure Plan

MWRDGC  
Engineering Department  
November 1, 1989  
GTK

The Metropolitan Water Reclamation District of Greater Chicago is proposing a Two Phase Site Closure Plan that immediately eliminates off site surface runoff and establishes a five year program to complete the close-out of the 103rd. and Doty Site.

---

I. Immediate: (Underway to be completed in 1989)

Goal: To prevent surface runoff from leaving the site.

Activity(s):

- A. Construct berms along the northern and eastern slopes.
  - B. Connect berm collection site to existing City of Chicago sewer.
  - C. Relocate all solids operations at least 200' back from the Stony Island Ditch.
- 

II. Close-out Plan:

Goal: To close out the site in accordance with the Port Authority approved final land use plan by 1995.

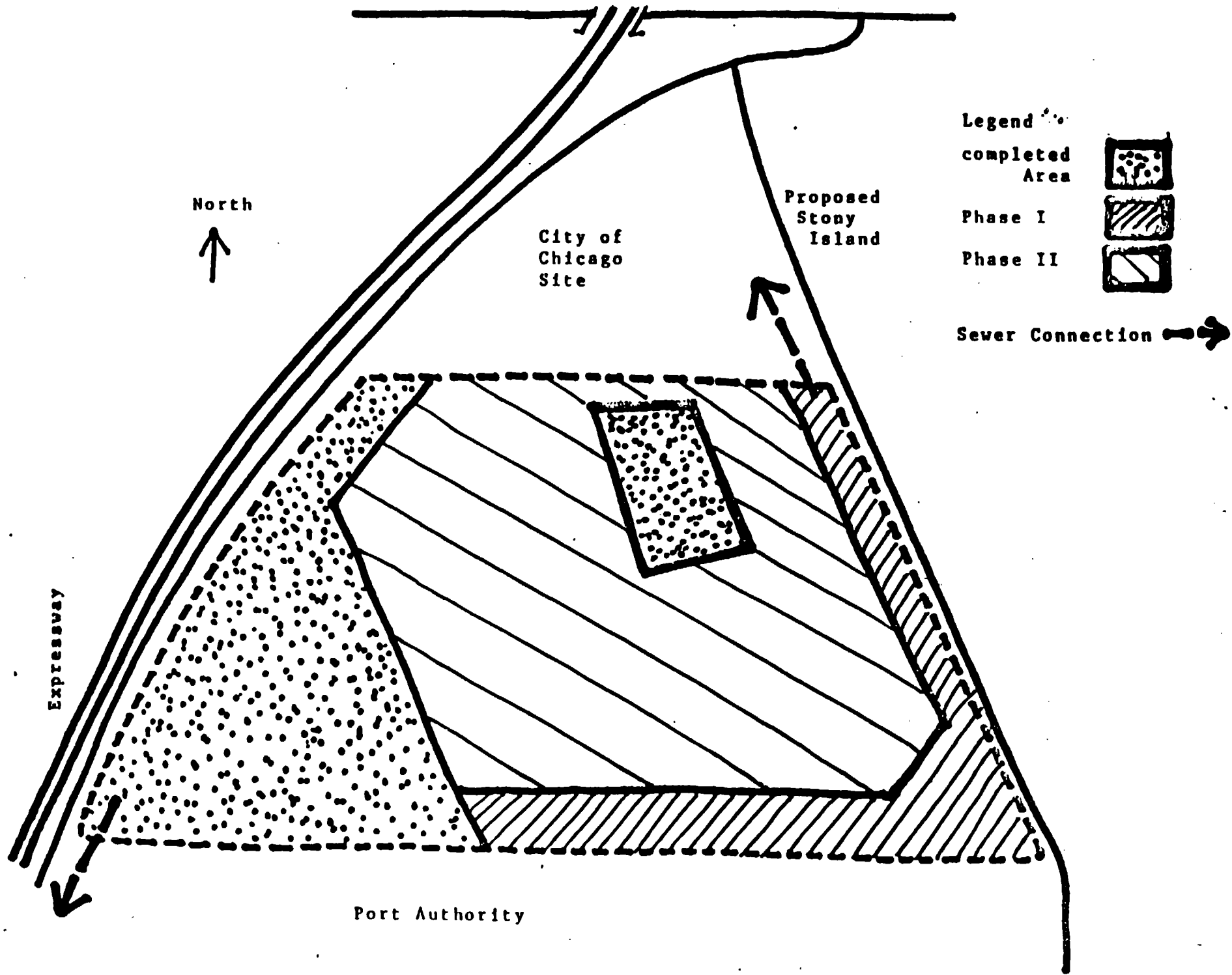
Activity(s):

- A. Phase I: Approximately 20 acres.(Completed by 1990)
    1. Complete the close-out of the eastern and southern slopes, including all surface drainage and ponds.
    2. Construction of sewer connections at the northeast and southwest corners.
    3. Clay lining of all temporary interior surface ponds.
  - B. Phase II: Approximately 20 acres/year for 5 years (Completed by 1995)
    1. Complete close-out of the remaining site areas.
    2. Establish final contours for golf course.
- 

Implementation Strategy:

- A. Immediate Phase: Metropolitan Water Reclamation District forces and existing operations contracts.
  - B. Phase I: MWRDGC Construction Contract to be awarded and completed in 1990.
  - C. Phase II: MWRDGC Construction Contracts to be awarded on the basis of 20 acre/year close-out modules.
-





JUN 14 '91 16:49 ULLINOIS INT'L PORT

Protecting Our Water Environment

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Metropolitan Water Reclamation District of Greater Chicago

100 EAST ERIE STREET

CHICAGO, ILLINOIS 60611

312 / 751-5600

RECEIVED

JUN 21 1990

KUDRNA, LTD.

Frank Kudrna  
 President  
 Kudrna and Associates  
 400 South Green Street  
 Suite 304  
 Chicago, IL 60607

Dear Frank:

Enclosed for your information is my report to the Chief Engineer regarding the June 15th Springfield meeting.

Please note my recommendations regarding the design and engineering of the Phase II - 1991 Contract.

The design schedule is predicated on the Corps Permit being issued in August, 1990.

My recommendation No. 5 deals with the Golf Course Developer. The District, in order to meet its commitments with the IEPA, has initiated the Standard Consultant Procedure to obtain the professional services of its own golf course designer.

Sincerely yours,

  
 George T. Kelly  
 Supervising Architect-Planner



Inter Office Memorandum  
METROPOLITAN WATER RECLAMATION DISTRICT  
OF GREATER CHICAGO

DEPARTMENT: Engineering

Date: June 18, 1990

TO: Leo R. DiVita  
Chief EngineerFROM: George T. Kelly  
Supv. Architect-PlannerSUBJECT: IEPA Meeting - June 15, 1990  
103rd. and Doty Use of Port District Clay  
Phase II Closure - 1991

The subject meeting was held in the Springfield Offices of the IEPA for the purpose of discussing the use of approximately 60,000 cubic yards of Port District Slip Three clay for the 25 acre Phase II - 1991 Closure Contract. An attendance list is attached.

The results of the meeting were:

1. The IEPA will allow the use of Port District clay, including the mixing of the "top silt layer" with the underlying clay, providing the composite material meets the IEPA specifications for closure cover.
2. The IEPA will not impose special handling conditions (other than standard run-off control) on the dredging, drying, transportation or placement of the composite material.
3. The IEPA will inform the U.S. Army Corps of Engineers of their position.
4. The Port District will submit a revised Corps Dredging Permit request for the Slip Three site. It is anticipated that with IEPA support the Corps will issue the Permit by August 1990.

Based on the above it is recommended that:

1. The investigation of the soil boring logs (provided by Kudrna & Associates on 6/15), be completed to determine the suitability of the composite material.

June 18, 1990

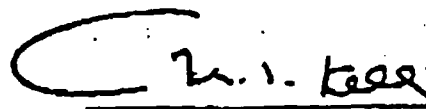
Page 2

SUBJECT: IEPA Meeting - June 15, 1990  
103rd. and Doty Use of Port District Clay  
Phase II Closure - 1991

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(Recommendations Continued)

2. That the preliminary Engineer's Estimate be completed based on the use of the composite material.
3. If the composite material meets specifications and the Engineer's Estimate is below the "O'Hare" bid price, the 1991 Phase II Design will continue with concentration on the site location and topography elements of the design, leaving the dredging and material handling components until a Corps Permit is issued. If the permit is denied or significantly delayed the contract documents will be prepared with an alternative source of clay.
4. If the composite material does not meet specifications or the estimated cost exceeds the "O'Hare" bid then the contract documents will be prepared with an alternative source of clay.
5. In either case, the golf course design will be coordinated with Kudrna & Associates to insure compatibility with the Port District golf course development.

  
George T. Kelly  
Supv. Architect-Planner

GTK:gk  
File 103IEPA1

## Lake Calumet Mtg

6-15-91

Al Keller	IEPA WPC	217 782-1696
Pete Crescon	Calumet/Kudrna, De.	(312) 346-2140
Bruce Jordan	Illinois EPA	217/782-161
James B Murray	MWRD	312-751-65
Carl J. Bova	Kudrna & Associates	312-738-152
Frank Kudrna	Kudrna & Assoc.	312-738-1522
George T. Kelly	MWRD	312-751-4040
Ron Cappitelli	MWRD	312-751-404

*Protecting Our Water Environment*

BOARD OF COMMISSIONERS  
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**Metropolitan Water Reclamation District of Greater Chicago**

100 EAST ERIE STREET

CHICAGO, ILLINOIS 60611

312 / 751-6600

NICHOLAS J. MELAS

President

312 / 751-6700

July 31, 1991

EXHIBIT

C

Mr. John J. Serpico, Chairman  
Illinois International Port District  
3600 N. 95th Street  
Chicago, Illinois 60617

Re: Development of a public golf course at 103rd & Dety  
Avenues in the City of Chicago

Dear Mr. Serpico:

The Metropolitan Water Reclamation District of Greater Chicago has been undertaking on the behalf of the City of Chicago and the Port District the completion of an approved closure plan under an exchange of ordinances with the City of Chicago dated October 11, 1981 and approved by our Board on December 27, 1981. This innovative project has been hailed as a demonstration of intergovernmental cooperation which includes the support of the Illinois Environmental Protection Agency, the City of Chicago and the Chicago Park District in the joint effort to convert an abandoned City of Chicago garbage dump into a future public recreational use for the community on the southeast side of the City of Chicago.

The ordinance passed unanimously by the City of Chicago on October 11, 1981 (copy attached) provided that the property would remain in the ownership of the City of Chicago and that the Sanitary District would cooperate with the City of Chicago in the development of a final land use for public recreational use. The ordinance designated the Commissioner of Streets & Sanitation as the official charged with the administration and enforcement powers under the ordinance.

To date, the District has progressed on the closure efforts under the supervision of the IEPA with the result that more than half of the site has now been covered by a two foot clay cap and supporting grasslands, creating a park-like condition. The IEPA approved sequence plan for the site which was obtained in November 1985 calls for the District to establish contours for the future public golf course with 20-acre parcels being closed and seeded during each year between 1990 and the completion date at the end of 1991.

Mr. John J. Serpico, Chairman

-2-

July 31, 1991

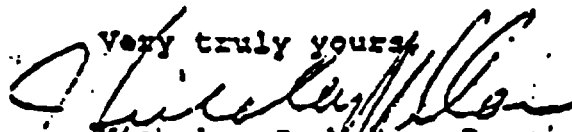
This work has now progressed at the expense of many millions of District dollars to a stage where the engagement of a golf course consultant is essential. Earlier efforts last year by the District to engage a golf course consultant were delayed due to the Port District's request that other consultants be considered and engaged for this effort.

The purpose of this letter is to invite yourself and top officials of the City of Chicago and Chicago Park District to meet at my office to finalize plans for the final recreational use of this important project. The remaining contracts to be awarded for the completion of the closure plan involve the expenditure of many millions of dollars, without the present assurances to the District that the owner, the Port District, or the City of Chicago and Chicago Park District have reached an accord as to the intended golf course use by the general public. The Port District has also indicated an interest in reopening negotiations for the utilization of its clay under pending permits as the closure material for remaining contracts to be awarded by the District. This topic would also be addressed in our meeting with the affected governmental bodies.

The District acknowledges that the Port District has been threatening litigation which might disrupt the completion of the IEPA approved closure plan and the establishment of the golf course. The District views such a course as wholly inadvisable and trusts that a discussion of these issues with the top level officials of our respective agencies can avoid any disruptions or delays in this vital project.

My office will be contacting the officials listed below to set up meeting at the earliest possible date.

Very truly yours,

  
Nicholas J. Meias, President

NJM:JEM:rb

Attachments

cc: Hon. Richard M. Daley, Mayor  
Room 507, City Hall  
Chicago, IL 60602

Hon. Richard A. Devine, Pres.  
Chicago Park District  
425 E. McFetridge Dr.  
Chicago, IL 60605

Com. Raymond S. Cachares  
Dept. of Streets & Sanitation  
City of Chicago  
121 N. LaSalle St. - Rm. 700  
Chicago, IL 60602

Mr. William F. Dart  
111 W. Washington St.  
Chicago, IL 60602